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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10 WESTERN DIVISION

11 MOLDEX-METRIC, INC., a California  
12 corporation,

13 Plaintiff,

14 vs.

15 ANSARI TRADERS LLC, a New  
Jersey limited-liability company,

16 Defendant.  
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CASE NO. 2:24-cv-11143-AB-AJR

**CONSENT JUDGMENT AND  
PERMANENT INJUNCTION**

1 The Court, having read and reviewed the parties' Stipulation to Consent  
2 Judgment and Permanent Injunction, and in view of the Parties' confidential  
3 Settlement Agreement resolving this Action in its entirety, IT IS HEREBY  
4 ORDERED, ADJUDGED AND DECREED as follows:

5 1. Moldex owns the trademark for "Moldex" pursuant to United States  
6 Trademark Registration No. 1,312,127 (the "Moldex Mark"). *See* Exhibit 1.

7 2. Moldex owns the green color trademark used with Moldex's earplug  
8 products as shown in Exhibit 2 hereto (the "Green Color Trademark").

9 3. Ansari filed a trademark application for "Maldex," United States  
10 Trademark Application No. 98/518,436 (the "Maldex Mark").

11 4. Ansari has made, exported, imported, offered for sale, sold, advertised  
12 and/or marketed earplug products bearing the confusingly similar Maldex Mark and  
13 earplugs products with green colors in the United States that are confusingly similar  
14 to the Green Color Trademark (collectively, the "Infringing Products"), which are  
15 shown in Exhibit 3.

16 5. Ansari agrees that the Moldex Mark and Green Color Trademark are  
17 owned by Moldex and valid and enforceable.

18 6. Ansari agrees the Moldex Mark and Green Color Trademark have been  
19 marketed by Moldex for over 40 years to identify its earplugs and other personal  
20 protective equipment and to distinguish such products from those made and sold by  
21 others. Ansari agrees that Moldex's Green Color Trademark has acquired secondary  
22 meaning among buyers of earplugs in the United States as a source identifier for  
23 Moldex's earplugs and distinguishes Moldex's earplugs from the earplugs sold by  
24 others.

25 7. Except as provided in the confidential Settlement Agreement resolving  
26 this Action between the parties, Ansari and its officers, directors, agents, servants,  
27 employees, attorneys, assignees, and all persons or entities in active concert or  
28 participation with, through, or under Ansari are hereby permanently enjoined from

1 knowingly, directly or indirectly, (1) making (or having made for them), offering to  
2 sell, selling, exporting, importing, advertising and/or marketing in the United States  
3 the Infringing Products, and any other hue of green color earplugs; and (2) assisting,  
4 aiding, or abetting any other person or entity in performing any of the activities  
5 referred to in Paragraph (7)(1).

6 8. Ansari shall cancel its application for registration of the Maldex Mark,  
7 Trademark Application No. 98/518,436, in primary class 010.

8 9. Ansari shall never seek registration of the Maldex Mark or any other  
9 trademarks that are confusingly similar to the Moldex Mark in primary classes 009 or  
10 010.

11 10. Ansari shall never sell products with the Maldex Mark in primary classes  
12 009 or 010.

13 11. This Court shall retain jurisdiction of this action for the purpose of  
14 enforcing this Consent Judgment and Permanent Injunction.

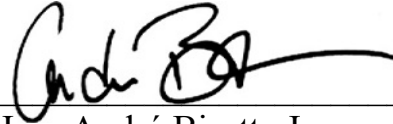
15 12. Each party to this Action shall pay its own attorneys' fees and costs in  
16 connection with the resolution of this Action. In any action to remedy, prevent or  
17 obtain relief under this Consent Judgment and Permanent Injunction, the prevailing  
18 Party shall be awarded its reasonable attorneys' fees and costs.

19 13. No appeal shall be taken by any party from this Consent Judgment and  
20 Permanent Injunction, the right to appeal being expressly waived by all parties.

21 14. To the extent not specifically addressed herein, all claims, counterclaims,  
22 and affirmative defenses are dismissed with prejudice. This Consent Judgment and  
23 Permanent Injunction concludes this action.

1 The Clerk is directed to enter this Consent Judgment and Permanent Injunction  
2 without further notice.

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4 DATED: February 11, 2025

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7 Hon. André Birotte Jr.  
8 United States District Judge  
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**Exhibit 1**

**Int. Cls.: 9 and 10**

**Prior U.S. Cls.: 26 and 44**

**United States Patent and Trademark Office**

**Reg. No. 1,312,127**

**Registered Jan. 1, 1985**

**TRADEMARK**  
**Principal Register**

**MOLDEX**

Moldex/Metric Products, Inc. (California PLUGS, in CLASS 10 (U.S. Cl. 44).  
corporation)  
4671 Leahy St. First use Oct. 17, 1982; in commerce Oct. 17, 1982.  
Culver City, Calif. 90230

For: DISPOSABLE PROTECTIVE FILTER Ser. No. 451,679, filed Nov. 7, 1983.  
FACE MASK, in CLASS 9 (U.S. Cl. 26).

First use Jul. 3, 1980; in commerce Jul. 3, 1980.

For: DISPOSABLE PROTECTIVE EAR JODY HALLER DRAKE, Examining Attorney

**Exhibit 2**

**MOLDEx**





**Exhibit 3**  
**“Infringing Products”**





